

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	CHAPTER 13	
ALIX BARTHELEMY and	:	CASE NO. 5:17-01590	
CLAIRE-LISE MENARD BARTHELEMY,	:		
aka CLERLISE BARTHELEMY,	:	CHAPTER 13 PLAN	
aka CLAIRE-LISE M. BARTHELEMY,	:	<table border="1" style="display: inline-table;"><tr><td>2</td></tr></table>	2
2			
aka CLAIRE-LISE BARTHELEMEY,	:	# MOTIONS TO AVOID LIENS	
aka CLAIRELISE MENARD BARTHELEMY,	:	<table border="1" style="display: inline-table;"><tr><td>2</td></tr></table>	2
2			
	:	# MOTIONS TO VALUE COLLATERAL	
DEBTOR(S)	:	<table border="1" style="display: inline-table;"><tr><td></td></tr></table>	
	:	ORIGINAL PLAN	
	:	<table border="1" style="display: inline-table;"><tr><td>1<sup>st</sup></td></tr></table>	1 <sup>st</sup>
1 <sup>st</sup>			
	:	AMENDED PLAN	
	:	(Indicate 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	

**YOUR RIGHTS WILL BE AFFECTED**

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

**PLAN PROVISIONS**

**DISCHARGE: (Check one)**

☒

The debtor(s) will seek a discharge of debts pursuant to Section 1328(a).

☐

The debtor(s) is/are not eligible for a discharge of debts because the debtor(s) has/have previously received a discharge described in Section 1328(f).

**NOTICE OF SPECIAL PROVISIONS: (Check if applicable)**

☒

This plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in the Section 8 of this plan. *Other than to insert text into the designated spaces or to expand the tables to include additional claims, the preprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in Section 8. The Debtor may propose additional or different plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in Section 8.*



## 2. SECURED CLAIMS

- A. Pre-Confirmation Distributions. Adequate protection and conduit payments in the following amounts will be paid by the Debtor(s) to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Address	Account #	Estimated Monthly Payment
			\$
			\$

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim of this section, the Debtor's cure of this default must include any applicable late charges.

Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

- B. Mortgages and Other Direct Payments by Debtor(s). Payments will be made outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim
Wells Fargo Home Mortgage	1 <sup>st</sup> mortgage on Debtors' home	\$849.00	\$118,978.19
Toyota Financial Services	Auto loan on 2016 Toyota Rav4	\$529.98	\$25,006.00

- C. Arrears. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post-Petition Arrears to be Cured	Estimated Total to be paid in plan
Wells Fargo Home Mortgage	1 <sup>st</sup> mortgage on Debtors' home	\$17,749.87	\$0.00	\$17,749.87
		\$	\$	\$

- D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Total Payment	Plan* or Adversary Action
Secretary/HUD	Subordinate Mortgage on Debtors' home	Zero	N/A	Zero	Plan
Wild Acres Lakes POA	POA dues on Debtors' home	\$4,400.00	0.00	\$4,400.00	Plan

\* "PLAN" INDICATES THAT THE DEBTOR(S) PROPOSE TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.

- E. Other Secured Claims. (Including conduit payments)

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be paid in plan
		\$	%	\$

- F. Surrender of Collateral. Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

Name of Creditor	Description of Collateral to be Surrendered

- G. Lien Avoidance. The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to Section 522(f) (*this section should not be used for statutory or consensual liens such as mortgages*):

Name of Creditor	Description of Collateral

THE DEBTOR(S) PROPOSES TO AVOID THE JUDICIAL LIEN OF THE CREDITOR(S) IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION AND ALLOWANCE OF EXEMPTIONS PURSUANT TO § 522(f). NO ADVERSARY COMPLAINT OR

**MOTION WILL BE FILED AND THE JUDICIAL LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR(S) WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR(S) MUST FILE A TIMELY OBJECTION TO THIS PLAN. OTHERWISE, CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.**

H. Optional provisions regarding duties of certain mortgage holders and servicers. Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. *(Check if applicable)*

- (X) Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:
- (1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. If the plan provides for an allowed payment of post-petition arrearages as set forth in Section 2C, apply those payments to only the post-petition arrearages.
  - (2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan, for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.
  - (3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

**3. PRIORITY CLAIMS**

A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under paragraph 8:

Name of Creditor	Estimated Total Payment

B. Administrative Claims:

(1) Trustee fees. Percentage fees payable to the trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.

(2) Attorney fees. Check one box:

- ☒ In addition to the retainer of **\$750.00** already paid by the Debtor, the amount of **\$3,250.00** in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2; or
- ☐ \$\_\_\_\_\_ per hour, to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court.

(3) Other administrative claims.

Name of Creditor	Estimated Total Payment
	\$

#### 4. UNSECURED CLAIMS

- A. Claims of Unsecured Nonpriority Creditors Specially Classified. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

Name of Creditor	Reason for Special Classification	Amount of Claim	Interest Rate	Total Payment
		\$	%	\$

- B. Claims of General Unsecured Creditors. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.

#### 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of Creditor	Description of Collateral	Monthly Payment	Interest Rate	Pre-petition Arrears	Total Payment in Plan	Assume/Reject
Toyota Lease Trust	2016 Scion IA	Paid by Debtors' daughter	N/A	\$ 0.00	\$0.00	Assume
		\$	%	\$	\$	

#### 6. REVESTING OF PROPERTY: (Check One)

☐

Property of the estate will vest in the debtor(s) upon confirmation. *(Not to be used with paragraph 2H).*

☒

Property of the estate will vest in the debtor(s) upon closing of the case.

#### 7. STUDENT LOAN PROVISIONS:

- A. Student loan provisions. This plan does not seek to discharge student loan(s) except as follows:

*(NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)*

Name of Creditor	Monthly Payments	Interest Rate	Pre-petition Arrears	Total Payment
	\$	%	\$	\$

## 8. OTHER PLAN PROVISIONS

Include the additional provisions below or on an attachment. (*NOTE: The Plan and any attachment must be filed as one document, not as a plan and exhibit.*)

a. (i) The second lien position mortgage of **Secretary/HUD**, its successors, predecessors and assigns, hereinafter referred to as “Lender”, is being avoided via this Plan.

(ii) Confirmation of this Plan shall constitute a finding that for purposes of this bankruptcy case and all matters relevant thereto the value of the real property known as **265 High Ridge Road, Dingmans Ferry, PA 18328, aka Lot 11, Block W-1504, Section 15, Wild Acres, Delaware Township, PA**, and the Deed for this property having been recorded with the Recorder of Deeds in and for Pike County, Pennsylvania at Pike County Deed Book Volume **2068**, Page **1**, hereinafter referred to as the “Property”, is **\$99,868.00**. Documentation verifying this value is or will be filed of record with this Court.

(iii) Upon confirmation of this Plan the entire balance owed to Lender shall be deemed a general unsecured claim without further Order of this Court, provided that:

(A) Lender’s claim, upon the filing of a valid and timely Proof of Claim, shall be allowed as a non-priority general unsecured claim and may share in any distribution to general unsecured creditors.

(B) The avoidance of Lender’s junior lien is contingent upon the Debtor’s completion of the Chapter 13 Plan and receipt of a Chapter 13 Discharge.

(C) Upon receipt of the Debtors' Chapter 13 discharge and completion of Debtors’ Chapter 13 Plan, Lender shall within a reasonable time arrange to have the second lien position mortgage marked “satisfied” with the Monroe County Recorder of Deeds’

(D) Lender shall retain its lien for the full amount due under the subject loan should the property be sold or should a refinance take place prior to the completion of the Chapter 13 Plan and entry of a Discharge.

(E) Lender shall retain its lien for the full amount due under the subject loan in the event of either the dismissal of the Debtor’s Chapter 13 case or the conversion of the case to another Chapter under the United States Bankruptcy Code.

(F) In the event that any entity, including the holder of the first lien on the Property, forecloses on its security interest and extinguishes Lender’s lien prior to the Debtor’s completion of the Chapter 13 Plan and receipt of a Chapter 13 Discharge, Lender’s lien shall attach to the surplus proceeds of the foreclosure sale for the full amount of the subject loan balance at the time of the sale.

(G) In the event that the property is destroyed or damaged, pursuant to the terms of the mortgage, Lender is entitled to its full rights as a loss payee with respect to the insurance proceeds and has a security interest in such proceeds up to the entire balance due on the mortgage.

(H) Each party shall bear their own attorneys' fees and costs incurred in this matter.

(iv) The Confirmation Order and Discharge Order may be filed with the Recorder of Deeds in and for Pike County, Pennsylvania, which shall satisfy and avoid the mortgage held by Lender against the Property, as recorded at Pike County Record Book Volume **2449**, Page **229**.

## 9. ORDER OF DISTRIBUTION

Payments from the plan will be made by the trustee in the following order:

Level 1	Adequate protection payments	\$ -0-	
Level 2	Debtor's attorney's fees.	\$ 3,250.00	
Level 3	Domestic Support Obligations	\$ -0-	
Level 4	Priority claims, pro rata	\$ -0-	
Level 5	Secured claims, pro rata	\$22,149.87	
Level 6	Specially classified unsecured claims	\$ -0-	
Level 7	General unsecured claims	\$ 1,872.86	
Level 8	Untimely filed unsecured claims to which the debtor(s) has/have not objected.	\$ -0-	
	Subtotal		\$27,272.73
	Trustee Commission	\$ 2,727.27	
	Total		\$30,000.00

If the above Levels are not filled in, then the order of distribution of plan payments will be determined by the trustee using the following as a guide

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Priority claims, pro rata.
- Level 5: Secured claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

## GENERAL PRINCIPLES APPLICABLE TO ALL PLANS

All pre-petition arrears and cramdowns shall be paid to the trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the trustee will treat the claim as allowed, subject to objection by the debtor(s). Claims filed after the bar date that are not properly served on the trustee will not be paid. The responsibility for reviewing the claims and objecting where appropriate rests with the debtor(s).

Dated: 6/1/17

/s/ Vincent Rubino, Esq.

Vincent Rubino, Esq., Attorney for Debtor(s)

/s/ Alix Barthelemy

ALIX BARTHELEMY

/s/ Claire-lise Menard Barthelemy

CLAIRE-LISE MENARD BARTHLEMEY